

THE CASE

Of the Right Honourable the Lord Leigh, in Answer to a printed Paper entituled the CASE of Dame Elizabeth, the Wife of the said Thomas Lord Leigh of Stoneleigh, &c.

THAT the now Lady Leigh being proposed to the late Lord Leigh, as a considerable fortune for his Grandson, the now Lord Leigh, he by his Agents entered into a treaty with her Mother (then in truth the Wife of one Mr. Temple, her concealed Husband; but going by the name of Mrs. Brown) about it: But finding, on information, that her Estate consisted in Land, and that incumbered, and his occasions requiring monies to pay the debts of his deceased Son Sir Thomas Leigh (for most part contracted in his late Majesty's service) and raising portions for his Daughters, the now Lords Sisters, being three, he declined further treaty. Wherewith the Mother being acquainted, she, to draw on the match, declared that her Daughters Lands were 500 *l. per Annum* (though in truth they never yet exceeded 740 *l.* or thereabouts, and for the most part not worth fourteen years purchase) charged with 200 *l. per Ann.* for her Joynture, and tho' incumbered with 3000 *l.* debt (for no more was spoken of, tho' others afterwards appeared): yet that there was 3000 *l.* raised by sale of Woods, which would clear the incumbrances; that her Daughters Lands might be sold to serve all occasions; and that if (being under age) her Daughter should die before sale, yet the Mortgages should be assigned for the Grandsons benefit, so as the 3000 *l.* would come clear to him: And in sum, she would lay her Daughter and her Fortune at his Lordships feet, to be disposed of at pleasure: And with these, and the like insinuations, the late Lord was drawn to consent to the Match, without any positive Agreement made about the Estate; and she well knowing that his Quality and Estate might justly expect a better Fortune, least second thoughts might prevent it, got them forthwith married privately in London, before almost any of his Friends knew of it.

That the Debts and Portions (which for the most part were not (as suggested) charged on the Estate, but yet in Honor and Conscience to be taken care of,) being on all treaties declared and intended to be provided for; (and therefore not concealed as is pretended) the Mother and Daughter, presently after the marriage were sent to view *Ridware* (part of the Estate the Grandson had in possession) and then to consider which was fittest for sale, that, or the Daughters, his Lordship declaring and intending to endeavour to get an Act of Parliament to that purpose, and for settlement of the whole, in regard both were under Age.

The Mother, after view, declares the Daughters estate fittest for sale; and the Daughter nno fort gainsaid it. But the Mother it seems intended nothing less: for having got her own ends in the marriage, she presently leaves *Stoneleigh* (his Lordships House) where they then lived, pretending to go into *Kent* to manage the Estate till disposed of, and prevailed with the Son in Law and Daughter to go with her. But being come thither, she takes another method, using all Artifices first to alienate his affections from his Grandfather and Relations, and (that not taking) then to raise jealousies and dissensions betwixt him and his Wife.

That the Grandfather, having discovered (which till after the marriage was concealed) that her Mother and her Uncle Mr. William Andrews had procured the Lady at thirteen to levy a Fine of a great part of her Estate, and to declare the use to the Mother, and her Heirs, in default of Issue of her own, but with power of Revocation; and the Parliament near approaching, sent Proposals, that 300 *l. per Ann.* of the Ladies Land might be sold for the ends *supra*, which produced several Treaties. But Mr. Andrews, who was employed on the Ladies part (having laid a design by that Fine to get the Estate to his Sister, and by consequence to himself) came fraught with such extravagant demands and cavils as 'twas evident no compliance was intended. And the Mother at length declared, that the Debts or Portions were only Provisions of Honor, and her Daughters Estate should not be applied to pay them, so as all Treaties that way proved ineffectual.

That as to the Incumbrances upon her own estate, 'tis true the Wood had been sold by Indenture under Hand and Seal, wherein Mr. Andrews, as the Ladies Guardian, and the Mother (by her Widdows name Brown) sold the Wood for 3000 *l.* to herthen Husband Temple and two others. But all that the Lord could receive of it (and that not without suit neither) was but 1400 *l.* for part was lost in Temple's hands, and 1000 *l.* Mr. Andrews received, which was so far from being applied to discharge the Incumbrances, that 'twas rather to make Incumbrances: For whereas part of the Estate was mortgaged to Mr. Farewell for 2000 *l.* that 1000 *l.* ('tis true) was paid to Mr. Farewell, but Mr. Andrews took Bonds for it from Mr. Farewell to his own use, and having so done, without the Grandsons (though then married) or Grandfathers privity, gets that mortgage assigned to Mr. Bennet in consideration of 2000 *l.* borrowed and mentioned to be paid to Mr. Farewell, but in truth he had but 1000 *l.* of it, and the other was paid to Mr. Andrews, who thereupon delivered up the Bonds, and this 1000 *l.* still remains in his hands, and other monies raised by Wood sales and Profits, he (though he stiled himself the Guardian in the Deed) alledging he acted but as a Servant to the Mother and accounted to her, and she; that she was then a Feme Covert (though that was concealed) and not accountable for what accrewed in Mr. Temple's time, who was dead insolvent.

That the Grandfather failing of his expectations of other Provisions ('tis true) endeavoured an Act of Parliament, for sale of *Ridware* for the honourable ends before mentioned. But no *statute* being made for the Ladies Dower therein (though that was after offered to be added) it did not pass.

That being thus every way disappointed therein, and considering that they, who had perswaded the daughter at thirteen to levy a fine, and to pass by the Fathers Line, by whom the estate came, and to settle the Inheritance, on failure of issue, in the Mother, and concealed it from him on the Marriage treaty, did still drive on their designs to get the Estate to themselves, and of keeping the now Lord Leigh from having advantage and benefit by it; and that they were encouraged therein by their hopes, that when the late Lord Leigh (who was very old and infirm) should dye and the Estate fall in possession upon the Grandson, she would become dowable of the whole; whereby in effect, she would have all the advantage that could be out of his Estate, and he little or none out of hers, and that while those hopes remained they would not be brought to any reasonable settlement, he, that he might treat with them on equal terms, prevailed with the Grandson (tho' then under Age) to levy a Fine of his Estate also, and to declare the Uses so, as she might not be dowable thereof; but with an intention still to reverse it when any reasonable settlement could be obtained of the Estate; of which his inspection afterwards may be a sufficient evidence.

That not long after the late Lord Leigh dyed, having committed the care and guardianship of his Grandson, then a Minor, to Sir William Bromley, who had Married his Daughter, and if his Lordship received that 1400 *l.* of the Wood money (whereof 1000 *l.* is untruly suggested to be possessed by Sir William Bromley,) he made a full Recompence to his Grandson for it, having discharged him of the Statute insisted on, and other Debts; made him sole Executor, and left him a personal Estate to the value of several Thousands of pounds, and much greater advantages then ever were talked on or proposed in any the marriage treaties.

That all the Estate thus fallen in possession 'twas hoped a better compliance would be on the Ladies Friends part then formerly; but though she had been all along kindly treated, and not with any those severities suggested; yet her Friends, designing still to get the Estate to themselves, left no means unattempted both by Letters and otherwise to foment differences; and occasion a separation, nay so far to proceed as to make several attempts to take her away by force. And if those proceedings and her own personal weaknesses (which did not at all times render it convenient for her to go abroad,) did occasion a stricter inspection into her carriage and correspondencies then she was willing to admit, yet was there no cause, upon such untrue suggestions as were used (which can be manifestly disproved) either to cause his Lordship to be called up as he was; first before his Majesty and Counsel; and after in the Kings Bench, where (when he lay very dangerously ill of the Small Pox) she obtained a *Habeas Corpus*, and an *Alias*, and *Pluries* to bring her up to London, which produced those two Agreements insisted on. The first by the Three Lords, and the latter by the Judges. And that neither of them was executed, was her own and her Friends fault, as he doubts not in due time to make it evidently appear.

Notwithstanding these provocations, and the unjust blemishing of his Honor and Reputation, yet they continue to cohabite at *Stoneleigh*, till (frustrated of other means) in order to payment of Debts and Portions, he breaks up house, and by her consent and choice, retires to *Mr. Dovers*: and to remove all Jealousies, all Servants she had any prejudice against were displaced, and there (notwithstanding the untrue suggestions to the contrary,) she was treated with great respect, and had Coach and Servants to attend her when she desired (save when 'twas fitter for her to repose at home) till by her Elopement, in such a manner as she did, she forfeited all the kindnesses could be expected from her Husband, with what Honor to her self, he could wish for her own sake had (as well as her many other mis-carriages in her ordinary conversation) been kept from the World as a secret; and that he might not by such unjust and scandalous reproaches as are used against him be compelled to make them more publick.

For what is said as to Sir William Bromley is ungrateful as well as for the most part untrue, it being notoriously known that he was far from widening differences, and she justly owned many kindnesses from him; And if any Plate, Writings or other things, were, upon breaking up of house, removed for safe custody to his House, what fitter person to be entrusted then so near a Relation? to whom the Grandfather; for his known Prudence and Integrity had committed both his Person and Estate during minority. And who, when it shall properly come under Examination, will appear to have reaped nothing but trouble by it; the assignment so much noise is made of, being but a transferring of the Mortgage, on laying down of the Mortgage Money, after a Bill exhibited to foreclose a Redemption.

And now after his Lordship has been unjustly brought upon the Stage in the Three great Tribunals of England; his Honourable intentions of discharging his Fathers Debts and Sisters Portions prevented; and he in danger of suffering other irreparable injuries in his Name, Person, and Estate, whether he ought to encourage her in her disobedience, by giving her a separate maintainance, or reversing the Fine, and letting her into his Estate (when in truth he can have little or no benefit or advantage by hers) is humbly submitted to the consideration of all Prudent and Good men.